CONFLICT OF DIVORCE LAWS. — In the case of *In re Stull's Estate*, 39 Alt. Rep. 16, recently decided by the Supreme Court of Pennsylvania, a man was divorced for adultery in Pennsylvania, where a statute forbade his marrying the paramour while his former wife lived. To evade this statute, the parties went to Maryland, and there contracted a marriage valid by the laws of that State; and they then returned to Pennsylvania. On the husband's death, the widow demanded administration of his estate, but the court refused her application. In deciding thus, the court must have taken one of three positions.

In the first place, they may have recognized the marriage as valid in both Pennsylvania and Maryland, but refused to give the widow the benefit of the inheritance laws because of the way the marriage was contracted. This would seem an untenable view, for the statute declares without qualification that wives are entitled to letters of administration. Nor does this seem to be the real ground of the court.

Secondly, the court may have held the parties married in Maryland, but not in Pennsylvania. This would seem to require something in the nature of a divorce to occur when the parties crossed the border. But a statute expressly declaring that such marriages shall become void when the parties enter the State would be necessary to give the return this effect; and the statute in question merely forbids such marriages.

The last position is the one on which the court probably relied; namely, that from the standpoint of a Pennsylvania tribunal there was no marriage in either State. To support this, they say, first, that the marriage was contrary to the statute. The statute, however, is in terms a mere command not to marry, and it seems unreasonable to imply an incapacity to do an act from the fact that it is forbidden. Secondly, they rely on fraud of the statute. But fraud, though punishable, cannot prevent the fact of marriage occurring, nor ought the court on such a ground to disregard a status actually created. Finally, they say that some marriages are so offensive to the community that the court will be justified in refusing to recognize them. As authority, they mention cases of incestuous marriages. But as no civilized State allows these, a refusal to recognize them can lead to no conflict. They also rely on the cases where courts acting under a statute have refused to recognize marriages between near relations, or between whites and negroes. These cases, are, perhaps, unwarranted exceptions to the general rule that marriages recognized valid by the country where solemnized must be recognized everywhere. But they rest, at all events, on the ground that the statute binds the courts to consider these marriages as contrary to the law of nature, wherever solemnized. It seems impossible, however, to say that a marriage such as took place in this case was contrary to the law of nature. To set up the sense of propriety of the community as the standard of validity for foreign marriages, is a long step beyond even these authorities, and would seem to lead to a very undesirable conflict of marriage laws.

IMPLIED WARRANTY IN SALES OF FOOD. — The American law on this subject is clearly brought out by two recent decisions. In the first, *Hanson* v. *Hartse*, 73 N. W. Rep. 163 (Minn.), it was held that when a diseased steer was sold to a retail butcher, who relied on personal examination, there was no implied warranty that the animal was fit for food. In the other, *Wiedeman* v. *Kelly*, 49 N. E. Rep. 210 (Ill.), it was held that when

a retail butcher sold diseased meat to a customer for immediate consumption there was a warranty of wholesomeness, whether the buyer relied on his own judgment or on that of the seller. The fundamental principles on this subject are that when the buyer relies on the judgment of the seller a warranty will be implied, but when he relies on his own judgment it will not. The first case was decided strictly on these principles, and is good law in both England and America. The second, on the other hand, is an instance of the departure by most of our courts from the uniform application of these principles which is the English practice. Our courts say that while the general rule is doubtless as above stated, and applies to the case of sales of food from dealer to dealer, and from private individual to consumer, yet in the case of sales from dealer to consumer there is an exception, and there a warranty will always be implied, no matter whose judgment is relied on. It is hard to find on exactly what ground these decisions rest. The authorities relied on seem for the most part to run back to a statement of Blackstone that a seller of corrupt victuals is liable in deceit, and to some English cases which hold the seller responsible in tort because the act of selling was a statutory crime. Neither of these sources give any support to the idea of a warranty. Accordingly it would seem that the American rule must rest wholly on the uncertain ground that it is necessary to the health of the community. Now in many of the cases which the American rule decides to-day a like result could be reached under the English rule. Though the buyer may, by inspection, tell that the meat is beef and not mutton, it is practically impossible for him to discover the germs of disease, and he must rely wholly on the seller to show him the meat of a healthy animal. In such cases an implied warranty of soundness might well be found without resort to any exceptional doctrines, and notwithstanding the general statement by the courts that in a purchase with inspection the buyer takes the risk of all latent defects. As to those cases where the result reached by the American rule does conflict with the fundamental principle of warranty, it would seem much better for the courts to leave the protection of the public health to the legislature.

No Insurance against Suicide. — That no recovery could be had on a policy of life insurance, when the insured person had taken his own life, would probably appear to the mind of every layman an evidently sensible conclusion. The legal intellect, as it would seem from two recent cases, is not so easily satisfied. In the case of *Ritter* v. *Mutual Life Insurance Co.*, 18 Sup. Ct. Rep. 300, the plaintiff's testator insured his life for the benefit of his estate in the defendant company, and afterwards having fallen into hopeless financial embarrassments, deliberately killed himself, with the purpose of securing the discharge of his liabilities by means of the insurance money. The opinion of the whole court, delivered by Mr. Justice Harlan, denies the liability of the company for two reasons. In the first place, they say, the contract was not intended to cover the risk of death by suicide, against which the company would certainly have refused to insure expressly. This method of reasoning, however, is not always safe, for there are many risks undeniably covered by an unqualified policy which the company would refuse to undertake if they were called to its notice and required to be expressly mentioned. It is the fair meaning of the words used, not the particular contingencies which happen to be actu-